

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re: Brian P. Mallon, a/k/a : Chapter 7
Brian P. Mallon :
Debtor(s) : Bankruptcy No.18-11479-jkf
: 11 U.S.C. § 362

Carrington Mortgage Services, LLC

Movant

vs.

Brian P. Mallon, a/k/a Brian P. Mallon

Debtor(s)

and

Gary F. Seitz, Esquire

Trustee

RESPONDENTS

MOVANT'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY

Movant, by its undersigned Attorney, Sarah K. McCaffery, Esquire, hereby requests that the automatic stay be vacated so that it may enforce its security interest against real property in the name of Debtor(s).

1. Movant is Carrington Mortgage Services, LLC, with an address at 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806.
2. Debtor(s) is the owner(s), mortgagor(s), and last grantee(s) of record to the real property situated at 3544 Shelmire Street, Philadelphia, PA 19136 [hereinafter referred to as "mortgaged premises"].
3. Movant is the owner and holder of a Mortgage, which Mortgage is presently a first priority lien against the mortgaged premises. A true and correct copy of the recorded Mortgage is attached hereto as Exhibit "A" and made a part hereof. A true and correct copy of the promissory Note, executed by Debtor(s) contemporaneously with the Mortgage, is attached hereto as Exhibit "B" and made a part hereof. A true and correct copy of recorded Assignment of Mortgage is attached hereto as Exhibit "C" and made a part hereof.
4. Carrington Mortgage Services, LLC services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the promissory note. Movant will enforce the promissory note as transferee in possession. Movant is the original mortgagee or beneficiary or the assignee of the Mortgage.

5. All communications sent by Secured Creditor in connection with proceeding against the property including, but not limited to, notices required by state law and communications to offer and provide information with regard to a potential Forbearance Agreement, Loan Modification, Refinance Agreement, Loss Mitigation Agreement, or other Loan Workout, may be sent directly to Debtors.
6. Debtor(s) is the Defendant(s) in a pending mortgage foreclosure proceeding venued in the Philadelphia County Court of Common Pleas (Docket No. 1702002903) as a result of chronic failure and/or refusal to make, tender, and/or deliver the monthly mortgage payments required pursuant to the terms of the Note and Mortgage.
7. The aforesaid mortgage foreclosure proceeding was stayed by the filing of this Chapter 7 case.
8. Debtor's(s') mortgage loan secured by the aforesaid Mortgage is in default due to chronic non-payment.
9. Debtor(s) has/have not made, tendered, or delivered the following pre-petition monthly mortgage payments March 6, 2016 through March 1, 2018.
10. Movant is entitled to relief from the automatic stay as a result of the foregoing pre-petition defaults and because a Chapter 7 bankruptcy case requires that the mortgage loan be current in order for Debtor(s) to retain the mortgaged premises.
11. Additionally, it appears that Debtor(s) is presently residing at a completely different address based on information set forth on the Petition and Schedules.
12. There is just cause for Movant to be granted relief from the automatic stay, so as to permit Movant, its successors and/or assigns, to initiate or resume foreclosure on its Mortgage including, but not limited to, the sale of the mortgaged premises at Sheriff's Sale.

WHEREFORE, Movant respectfully requests that this Court enter an Order vacating the automatic stay under 11 U.S.C. § 362(d) with respect to the mortgaged premises as to allow Movant, its successors and/or assigns, to immediately initiate or resume foreclosure on its Mortgage and allow the purchaser of the mortgaged premises at Sheriff's Sale (or purchaser's assignee) to take any/all legal or consensual action for enforcement of its right to possession of, or title to, the mortgaged premises.

Dated: 03/20/2018

Respectfully submitted,
/s/ Sarah K. McCaffery
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